**FORM OF CONTRACT**

THIS AGREEMENT number no. MD-MOED-206045-GO-RFQ made on \_\_\_\_\_\_\_\_\_, 2024, between:

1) Ministry of Education and Research of the Republic of Moldova(“the Client”), having its principal place of business at 1, Piata Marii Adunari Nationale, MD-2033, Chisinau, Republic of Moldova **(**hereinafter called “the Purchaser”) on the one part and

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for Procurement of **Laptops with Accessories** (description of goods) to be supplied by Supplier, viz. Contract no. MD-MOED-206045-GO-RFQ, (hereinafter called “Contract”) and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT witnessethes as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
2. Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
3. Addendum (if applicable);
4. Considering payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
5. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
6. This Agreement is concluded for a period of **45 calendar days** from the Date of signing of the Contract that is \_\_\_\_\_\_\_\_\_\_\_\_, 2024.
7. **Termination**
   1. Termination for Default

### The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

#### if the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted.

#### if the Supplier fails to perform any other obligation under the Contract; or

#### if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Annex 2 below, in competing for or in executing the Contract.

### In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services like those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

* 1. Termination for Insolvency

### The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, if such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

* 1. Termination for Convenience

### The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

### The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

#### to have any portion completed and delivered at the Contract terms and prices; and/or

#### to cancel the remainder and pay to the Supplier an agreed amount for partially delivered Goods and completed Related Services and for materials and parts previously procured by the Supplier.

1. **Inspections and Audits**
   1. The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.
   2. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to **Annex 2. Fraud and Corruption**, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

|  |  |
| --- | --- |
| **Signature of the Purchaser:**  FOR AND ON BEHALF OF  Name of Authorized Representative | **Signature of the Supplier:**  FOR AND ON BEHALF OF  Name of Authorized Representative |

**FORM OF QUOTATION**

\_\_\_\_\_\_\_\_\_(Date)

To: Ministry of Education and Research of the Republic of Moldova, MHEP project

1, Piata Marii Adunari Nationale, MD-2033, Chisinau, Republic of Moldova,Tel/fax: 022 23-25-02

We offer to execute Procurement of **Laptops with Accessories** Contract - MD-MOED-206045-GO-RFQ in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(amount in words and numbers) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (name of currency)\_\_\_\_\_\_\_\_\_\_\_\_\_. **We propose to complete the delivery and installation of****equipment[[1]](#footnote-1) described in the Contract within a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_working days from the Date of Signing of the Contract.**

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Annex 1***

**Terms and Conditions of Supply**

1. **Project Name:** Education Quality Improvement Project

**Purchaser:** Ministry of Education and Research of the Republic of Moldova

1. Prices and Schedules for Supply

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Lot No.** | **Item, Description of Goods** | **Qty.** | **Unit Price** | **Total Price at final destination *including installation*** | **Delivery Date** |
|  | **Laptops with Accessories** | 3 |  |  | During 45 days after contract signature |

***Note: In case of discrepancy between unit price and Total derived from unit price, unit price shall prevail. If a Supplier refuses to accept the correction, its quotation will be rejected.***

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
3. Delivery Schedule: The delivery and installation shall be completed as per above schedule, i.e., **within a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_working days**.
4. Insurance:The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.
5. Applicable Law:The Contract shall be interpreted in accordance with the laws of the Republic of Moldova.
6. Resolution of Disputes:The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures.
7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:
8. Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
9. manufacturer’s or supplier’s warranty certificate;
10. copy of the certificate of origin (upon request).

1. Payment for your invoice will be made as follows: payment will be made 100% during 28 calendar days upon acceptance of your invoice(s) including functional tests for delivered and installed goods.

If the Quotation was submitted in currency another than MDL, the payment for invoices for entities registered in Moldova will be made in Moldovan Leu, equivalent by converting respective foreign currency (if the proposal is expressed in foreign currency) amount using official exchange rate of foreign currency/Moldovan Leu on the day of payment, as furnished by the National Bank of Moldova, upon signing by the Parties of the Delivery-Receipt protocol.

1. Warranty:

Goods offered shall be covered by manufacturer’s warranty for at least 36 months of warranty.

***Please specify the warranty period and terms in detail***.

## Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

1. Defects:All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Force-Majeure:The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

1. Required Technical Specifications
2. General Description
3. All goods and materials to be incorporated in the goods must be new, unused and of the most recent and current models, incorporating all recent improvements in design and materials, unless otherwise provided for in these specifications.
4. The Equipment supplied should be suitable to work under Moldavian conditions. The room temperature varies from +15 C to +30 C and humidity varies from 5 to 95 percent. The Power supply is at 220 Volts, 50 Hz.
5. Specific details and technical standards:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item 1- Laptop (International Brand Name) with accessories** | | | **Description of the specifications of the proposed goods and services *(To be completed and signed by the Bidder)*** |
| **No.** | **Name** | **Required Technical Specification and Standard (minimum requirements)** |  |
|  | **CPU** | min. 4 – max. 8 core; min. Max Turbo Frequency at least 4 GHZ |  |
|  | **RAM** | min. 8 Gb - max.16 Gb |  |
|  | **Video** | Integrated Graphics |  |
|  | **HDD/SSD** | min 256 Gb - max. 512 Gb SSD; |  |
|  | **Display** | Display: 14-15”; full HD; min. 1920x1080; |  |
|  | **Ports** | min. 2xUSB 3.0; min. 1 Type C; microphone, headphone, HDMI |  |
|  | **Keyboard** | Integrated; QWERTY; Latin and Cyrillic characters, Romanian diacritics; |  |
|  | **Connectivity** | Bluetooth; Wi fi adapter; |  |
|  | **Warranty** | At least 36 months; |  |
|  | **Production year** | 2024; |  |
|  | **Type** | New **(not refurbished)** |  |
|  | **Software** | **Operating System:**  Pre-installed latest version of Microsoft Windows Pro licensed (Romanian & Russian & English)  **Office:**  Pre-installed, licensed Microsoft Home & Business office tools, latest version |  |
|  | **Additional accessories** | **KEYBOARD:**  Bluetooth Full Size Keyboard with Latin and Cyrillic characters, Numeric keypad included; Membrane keyboard type; Batteries included;  **MOUSE:**  Mouse connection: Bluetooth / USB  Quiet clicking  Cros-computer control  Energy saver  Batteries included  **MONITOR:**  Min 27" – max. 32  Resolution: min. 2k - max. 4k; Frequency: min. 60Hz max 144Hz;  HDMI port min. 1  **DOCKSTATION:**  Min. 2 USB 3.0  Min. 1 USB Type-c  1 port for charging  1 port RJ -45  Min 1 HDMI Port |  |

**Installation Services**

Installation of the equipment at the address: Ministry of Education and Research of the Republic of Moldova, 1 Piata Marii Adunari Nationale, MD-2033, shall be performed by a technician(s) who will unpack and assemble the equipment, make all necessary utility connections, install the software, and test the performance of the installed devices.

1. **Performance Parameters**

Supplier confirms compliance with above specifications {**In case of deviations supplier to list all such deviations**}.

NAME OF SUPPLIER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place:

Date:

***Annex 2***

# **Fraud and Corruption**

**(Annex 2 shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[2]](#footnote-2) (ii) to be a nominated[[3]](#footnote-3) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[4]](#footnote-4) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

1. *The supplier will install equipment and connect to the electrical power network will be tested by the supplier and transfer to the Purchaser with execution and testing documentation* [↑](#footnote-ref-1)
2. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-2)
3. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-3)
4. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-4)